

SUPPLEMENTAL SECURITY AGREEMENT NO. 7

THIS SUPPLEMENTAL SECURITY AGREEMENT NO. 7 made and entered into by the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, a consolidated government organized and existing under the laws of the Commonwealth of Kentucky whose mailing address is 611 West Jefferson Street, Louisville, Kentucky 40202 (hereinafter referred to as the “Debtor”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to JPMorgan Trust Company, National Association, successor to Bank One, NA), Louisville, Kentucky, a national banking association, as trustee, whose mailing address is 416 West Jefferson Street, Louisville, Kentucky, 40202 (hereinafter referred to as the “Secured Party”).

WHEREAS, the Debtor and the Secured Party have heretofore entered into a Security Agreement dated as of December 1, 1985 (the “1985 Security Agreement”), to secure (a) the payment and performance of the obligations of The City of Louisville Parking Authority of River City, Inc. (“PARC”), including The City of Louisville Parking Authority of River City, Inc. First Mortgage Revenue Refunding and Improvement Bonds, Series of December 1, 1985 (the “Series 1985 Bonds”, which Series 1985 Bonds have been fully paid and discharged in accordance with their terms), authorized and issued under a Mortgage and Trust Indenture dated as of December 1, 1985, entered into by and between PARC and the Secured Party (the “1985 Indenture”), and (b) performance by Debtor of the agreements therein set forth; and

WHEREAS, the Debtor and the Secured Party have heretofore entered into a Supplemental Security Agreement dated as of April 1, 1989 (the “1989 Supplemental Security Agreement”), to secure (a) the payment and performance of the obligations of PARC, including the \$59,675,000 accreted value at maturity of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Compound Interest Revenue Refunding and Improvement Bonds, Series 1989 (the “Series 1989 Bonds”, which Series 1989 Bonds have been paid, refunded, defeased, paid and discharged in accordance with their terms on the date hereof by application of the net proceeds of the Series 2001 Bonds, hereinafter defined), authorized and issued under the 1985 Indenture and Supplemental Mortgage and Trust Indenture No. 1, dated as of April 1, 1989, entered into by and between PARC and the Secured Party (the “1989 Supplemental Indenture”), and (b) performance by Debtor of the agreements therein set forth; and

WHEREAS, the Debtor and the Secured Party have heretofore entered into a Supplemental Security Agreement No. 2 dated as of August 1, 1991 (the “1991 Supplemental Security Agreement”), to secure (a) the payment and performance of the obligations of PARC, including the \$13,000,000 principal amount of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Bonds, Series 1991 (the “Series 1991 Bonds”, which Series 1991 have been fully paid and discharged in accordance with their terms), authorized and issued under the 1985 Indenture, the 1989 Supplemental Indenture and the Supplemental Mortgage and Trust Indenture No. 2, dated as of August 1, 1991, entered into by and between PARC and the Secured Party (the “1991 Supplemental Indenture”), and (b) performance by Debtor of the agreements therein set forth; and

WHEREAS, PARC and the Secured Party have entered into the Supplemental Mortgage and Trust Indenture No. 3, dated as of August 1, 1994 (the “1994 Supplemental Indenture”), in order to amend the definition of the “Series 1991 Project” defined in the 1991 Supplemental Indenture; and

WHEREAS, the Debtor and the Secured Party have heretofore entered into a Supplemental Security Agreement No. 3 dated as of July 1, 1997 (the “1997 Supplemental Security Agreement”), to secure (a) the payment and performance of the obligations of PARC, including the \$30,900,000 principal amount of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Refunding Bonds, Series 1997 (the “Series 1997 Bonds”), authorized and issued under the 1985 Indenture, the 1989 Supplemental Indenture, the 1991 Supplemental Indenture and the Supplemental Mortgage and Trust Indenture No. 4, dated as of July 1, 1997, entered into by and between PARC and the Secured Party (the “1997 Supplemental Indenture”), and (b) performance by Debtor of the agreements therein set forth; and

WHEREAS, the Debtor and the Secured Party have heretofore entered into a Supplemental Security Agreement No. 4 dated as of April 1, 2001 (the “2001 Supplemental Security Agreement”), to secure (a) the payment and performance of the obligations of PARC, including the \$12,860,000 principal amount of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Refunding Bonds Series 2001 (the “Series 2001 Bonds”), authorized and issued under the 1985 Indenture, the 1989 Supplemental Indenture, the 1991 Supplemental Indenture, the 2001 Supplemental Indenture and the Supplemental Mortgage and Trust Indenture No. 6, dated as of April 1, 2001, entered into by and between PARC and the Secured Party (the “2001 Supplemental Indenture”), and (b) performance by Debtor of the Agreements therein set forth; and

WHEREAS, the Debtor and the Secured Party have heretofore entered into a Supplemental Security Agreement No. 5 dated as of December 1, 2002 (the “2002 Supplemental Security Agreement”), to secure (a) the payment and performance of the obligations of PARC, including the \$19,460,000 principal amount of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Refunding Bonds Series 2002 (the “Series 2002 Bonds”), authorized and issued under the 1985 Indenture, the 1989 Supplemental Indenture, the 1991 Supplemental Indenture, the 2001 Supplemental Indenture and the Supplemental Mortgage and Trust Indenture No. 6, dated as of December 1, 2002, entered into by and between PARC and the Secured Party (the “2002 Supplemental Indenture”), and (b) performance by Debtor of the Agreements therein set forth; and

WHEREAS, the Debtor and the Secured Party have heretofore entered into a Supplemental Security Agreement No. 6 dated as of March 1, 2009 (the “2009 Supplemental Security Agreement”), to secure (a) the payment and performance of the obligations of PARC, including the \$55,375,000 principal amount of Louisville/Jefferson County Metro Government Parking Authority of River City Inc. First Mortgage Revenue Refunding Bonds Series 2009 (the “Series 2009 Bonds”), authorized and issued under the 1985 Indenture, the 1989 Supplemental Indenture, the 1991 Supplemental Indenture, the 2001 Supplemental Indenture and the Supplemental Mortgage and Trust Indenture No. 7, dated as of March 1, 2009, entered into by

and between PARC and the Secured Party (the “2009 Supplemental Indenture”), and (b) performance by Debtor of the Agreements therein set forth; and

WHEREAS, PARC has authorized, executed and delivered a Supplemental Mortgage and Trust Indenture No. 6, dated as of December 1, 2002, as a supplement to the 1985 Indenture (the “2002 Supplemental Indenture”) (hereinafter, the 1985 Indenture, the 1989 Supplemental Indenture, the 1991 Supplemental Indenture, the 1994 Supplemental Indenture, the 1997 Supplemental Indenture, the 2001 Supplemental Indenture and the 2002 Supplemental Indenture shall be collectively referred to as the “Indenture”) pursuant to which \$19,460,000 principal amount of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Bonds, Series 2002 (the “Series 2002 Bonds”) are to be issued on the date hereof on a parity as to security and source of payment with the outstanding Series 1997 Bonds and Series 2001 Bonds (the Series 1985 Bonds and the Series 1991 having been paid and defeased in full in accordance with their terms) for the purpose of financing the acquisition and construction of the Muhammad Ali Center parking garage, additional capital expenditures for public parking and garage facilities located in the City and related expenditures.

WHEREAS, PARC has authorized, executed and delivered a Supplemental Mortgage and Trust Indenture No. 7, dated as of March 1, 2009, as a supplement to the 1985 Indenture (the “2002 Supplemental Indenture”) (hereinafter, the 1985 Indenture, the 1989 Supplemental Indenture, the 1991 Supplemental Indenture, the 1994 Supplemental Indenture, the 1997 Supplemental Indenture, the 2001 Supplemental Indenture, the 2002 Supplemental Indenture and the 2009 Supplemental Indenture shall be collectively referred to as the “Indenture”) pursuant to which \$55,375,000 principal amount of the Louisville/Jefferson County Metro Government Parking Authority of River City Inc. First Mortgage Revenue Refunding Bonds, Series 2009 (the “Series 2009 Bonds”) were issued on the date thereof on a parity as to security and source of payment with the outstanding Series 2002 Bonds (the Series 2002 having been paid and defeased in full in accordance with their terms) for the purpose of financing the acquisition and construction of the Muhammad Ali Center parking garage, additional capital expenditures for public parking and garage facilities located in the City and related expenditures.

WHEREAS, PARC and Secured Party have entered into this Supplemental Security Agreement No. 7 (the “2010 Supplemental Security Agreement”) (hereinafter, the 1985 Security Agreement, the 1989 Supplemental Security Agreement, the 1991 Supplemental Security Agreement, the 1997 Supplemental Security Agreement, the 2001 Supplemental Security Agreement, the 2009 Supplemental Security Agreement and the 2010 Supplemental Security Agreement shall be collectively referred to as the “Security Agreement”), as a supplement to the Security Agreement dated as of December 1, 1985, for the purposes hereinafter set forth; and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as stated in the Indenture.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to the terms and conditions stated herein, Debtor hereby grants, conveys and assigns to Secured Party a security interest in the following property, together with all

proceeds of and substitutions thereto or therefor (said property being hereinafter called the "Collateral"):

(a) all amounts collected by the Debtor during a period from public parking meters installed within the boundaries of the Louisville/Jefferson County Metro Government ("Louisville Metro"), less all costs paid or incurred by the Debtor during such period as Current Expenses (as defined in the Indenture) with respect to such public parking meters (including a reasonable reserve for the cost of acquisition and installation of additional parking meters in previously unmetered areas and to replace worn-out, defective or obsolete parking meters), subject to the right of the Debtor in the exercise of its police powers, to the extent not inconsistent with the Debtor's special covenant as to parking meters in Section 6 of the Lease dated as of December 1, 1985, between the Debtor and PARC (the "Lease"), to sell, lease, dispose of or remove any public parking meters to the extent deemed necessary or appropriate; and

(b) all amounts collected by the Debtor during any period as a result of its leasehold interest in and operation of the "Consolidated Project," as defined in the Indenture, including without limitation all fees and charges collected for parking within the Consolidated Project and all rental payments collected by the Debtor from the sublease of all or any portion of the Consolidated Project, without reduction for any Current Expenses with respect to the Consolidated Project paid or incurred by the Debtor during such period. The aforesaid Collateral is the same as defined as "Net Revenues" in the Indenture; and

(c) All right, title and interest of the Debtor to revenues derived from the following Agreements:

AGREEMENT	DATED	PARTIES	GARAGE
The Galt House Agreement	August 31, 1970	Home Supply Company	Riverfront
The 4 th Street Alive Agreement	July 5, 2001	The Cordish Group	4 th Street Live (Galleria)
Fifth Street Parking Garage Development Agreement	May 5, 2001	Bright Horizons Family Solutions, Inc.	5 th Street Garage
Eight & Main Parking Garage Development Agreement	August 31, 1994	Hillerich & Bradsby Museum & Factory	8 th & Main Garage
First & Main Parking Garage Development Agreement	April 11, 2001	Humana, Inc.	1 st & Main Garage
Agreement for Purchase and Sale of Real Estate	May 2, 2001	Frances B. Wirth and Charles A. Wirth and Kenneth R. Goosey and Marine Electric Company	1 st & Main Garage
Muhammad Ali Garage Development Agreement	May 21, 2004	Muhammad Ali Museum & Education Center, Inc., Louisville/Jefferson County Metro Gov., & City of Louisville Parking Authority of River City, Inc.	Muhammad Ali Garage
Jefferson Centre Garage Purchase and Sale Agreement	October 7, 2008	222 Development, LLC	222 Garage
Arena Authority Purchase and Sale Agreement	July 3, 2009	Louisville Arena Authority	Arena Garage

2. Debtor warrants that it is the owner of the Collateral, free of all liens and security interest except the security interest granted hereby and by the Security Agreement, and that it has the right to make this agreement.

3. Debtor agrees that it:

(a) Will not do anything to obstruct or delay PARC in the performance of all of the obligations on its part to be performed pursuant to the Indenture and will perform all the terms of the Security Agreement.

(b) Will defend the Collateral against the claims and demands of all persons.

(c) Will permit Secured Party and its agents to inspect its records and accounts relating to the Collateral.

(d) Will, at the request of Secured Party, join in executing all necessary financing statements in a form satisfactory to Secured Party. Debtor warrants that no financing statement covering the Collateral or any part thereof is presently on file in any public office, except the financing statement relating to the Security Agreement filed in the office of the County Clerk of Jefferson County, Kentucky.

(e) Will not: (i) permit any of the Collateral to be levied upon under any legal process; (ii) dispose of any of the Collateral or the security intended to be afforded by this agreement; (iii) permit anything to be done that may impair the value of the Collateral or the security intended to be afforded by this agreement.

4. Until default, Debtor may retain possession of the Collateral and use it in any lawful manner not inconsistent with the agreements herein or with the terms and conditions of the Indenture.

5. Upon default either by Debtor in the performance of any covenant or agreement herein or by PARC in the discharge of any of its obligations under the Indenture, not cured within thirty (30) days after written notice thereof is received by Debtor, Secured Party may, at its option, declare the entire indebtedness secured by the Indenture immediately due and payable, and shall have all the rights and remedies of a secured party under KRS Chapter 355.9-101, et seq. (known as the Uniform Commercial Code - Secured Transactions) or other applicable law and all rights provided herein, or in the Indenture mentioned above, all of which rights and remedies shall, to the full extent permitted by law, be cumulative; and in conjunction with, addition to or substitution for those rights, at Secured Party's discretion, Secured Party may:

(a) Exercise any and all of its remedies as provided in cases of default under the Indenture.

(b) Waive any default in any reasonable manner without waiving the default remedied and without any other prior or subsequent default.

(c) Give any notice or notification to the Debtor required by the Uniform Commercial Code - Secured Transactions, by mailing such notice, postage prepaid, at least thirty (30) days before the event, if any, which is the subject of the notice, to Debtor's address as it appears at the beginning of this Security Agreement.

(d) Incur reasonable attorney's fees and legal expenses in exercising any of its rights and remedies upon Debtor's default which shall become part of its reasonable expenses of retaking, holding, preparing for sale and the like.

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IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be executed on _____, 2010.

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT, Debtor

By _____
Jerry E. Abramson, Mayor

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee,
Secured Party

By _____
Authorized Officer

APPROVED AS TO FORM AND LEGALITY
Michael J. O'Connell
Jefferson County Attorney

By: James T. Carey
Assistant County Attorney